

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No.	:	10/550,036	Confirmation No.:	8075
Applicant	:	Paul Douglas		
Title	:	JAW CRUSHER		
Filed	:	September 21, 2005		
Docket No.	:	7881.18		
Customer No.	:	21999		

**RENEWED PETITION UNDER 37 C.F.R. 1.47(b)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

This Renewed Petition is filed in response to the Decision dated 19 March 2007. A Petition for Extension of Time (four months) is filed concurrently herewith to extend the response deadline until 19 September 2007.

On February 7, 2007, Applicants filed a Petition Under 37 CFR 1.47(b), which Petition and its enclosures are incorporated by reference. The Decision dated 19 March 2007 dismissed the Petition on the grounds that it failed to contain (1) sufficient evidence showing that inventor Douglas refuses to execute the application; (2) a declaration naming inventor Douglas as the sole inventor and signed on his behalf by an appropriate person; (3) sufficient evidence of assignment to the applicant or that the applicant has sufficient proprietary interest in the subject matter to justify the filing of the patent application; and (4) a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage.

Enclosed as Exhibit A is a signed "Witness Statement" (which has been averred as being truthful) by Mr. Martin Mark Neilson, the European attorney of Extec Screens & Crushes Limited ("Extec"), the assignee of this patent application. The Neilson Statement shows proof of the pertinent facts that a complete copy of the application papers has been presented to the nonsigning inventor Douglas with a clear request to sign and return the papers. A letter dated 22 August 2007, which is attached to the Neilson Witness Statement as Exhibit B, was sent to Douglas forwarding a complete copy of the description, claims and drawings together with a Declaration and a request to sign and return the Declaration, and no response was made. This

letter was delivered on August 25, 2007, as shown on the acknowledgement of receipt provided as Exhibit C. In view of the Neilson Witness Statement, in combination with the other evidence submitted in relation to the original Petition, Applicant respectfully submits that inventor Douglas in fact refused to execute the declaration after being presented with it and a complete copy of the application papers.

Enclosed herewith as Exhibit D is a Declaration naming inventor Douglas as the sole inventor and signed by Extec Screens & Crushers Limited on behalf of and as agent for Mr. Douglas. The Declaration is signed by Evan R. Witt, attorney for Extec Screens & Crushers. A Power of Attorney appointing Evan R. Witt is attached as Exhibit E.

Enclosed herewith as Exhibit F is a signed "Witness Statement" (which has been averred as being truthful) by Mr. Ian Frazer English, who is the Chief Legal Counsel and Company Secretary to Extec Screens & Crushers Limited. Accompanying the English Witness Statement are four additional enclosures, Exhibits G, H, I, and J. Exhibit G is a Service Agreement executed by Paul Douglas which establishes that any invention created by Paul Douglas in the course of his employment shall belong to INHOCO 2723 Ltd. Exhibit H is an extract of the official Register of Companies House in which all limited companies in the UK are registered. Exhibit H confirms that INHOCO 2723 Ltd changed its name to Extec Holdings Limited on 18 February 2003. Exhibit I is an Assignment Agreement of all intellectual property rights from Paul Douglas to Extec Holdings Limited. Exhibit J is an Assignment from Extec Holdings Limited to Extec Screens & Crushers Limited in relation to U.S. Application No. 10/550,036. In view of the foregoing, Applicant respectfully submits that Extec Screens & Crushers Limited has sufficient proprietary interest in the application.

Finally, as attorney for Extec Screens & Crushers Limited, the undersigned hereby states that the filing date of this patent application is necessary to preserve the rights of Extec Screens & Crushers Limited or to prevent irreparable damage.

Applicant respectfully submits that the requirements of 37 CFR 1.47(b) are satisfied.  
Applicant respectfully requests that this Petition be Granted.

Respectfully submitted,

/Evan R. Witt/

---

Evan R. Witt  
Reg. No. 32,512  
Attorney for Applicant

Date: September 18, 2007

KIRTON & McCONKIE  
1800 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111  
Telephone: 801/328-3600

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# EXHIBIT A

IN THE MATTER OF US PATENT  
APPLICATIONS BASED ON  
INTERNATIONAL PATENT  
APPLICATIONS NAMING EXTEC  
SCREENS & CRUSHERS LIMITED  
AS APPLICANT AND PAUL  
DOUGLAS AS INVENTOR OR  
CO-INVENTOR

5

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**WITNESS STATEMENT**

I, Martin Mark Neilson, European and Chartered Patent Attorney, of Urquhart-Dykes & Lord LLP and Patent Attorney to Extec Screens & Crushers Limited, I do hereby declare as follow:

15

1. This declaration is made in connection with US Patent Application Serial no.: 10/550,036 which has been filed, based on International Patent Application no: PCT/GB2004/001185 in the name of Extec Screens & Crushers Limited, and naming Paul Douglas as inventor.

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2. I represent Extec Screens & Crushers Limited on behalf of Urquhart-Dykes & Lord LLP following the recent retirement of the previous Attorney William McClean Orr who represented Extec Screens & Crushers Limited for in excess of fifteen years.

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3. I refer to the Witness Statement dated February 7 2007 by William Orr which confirms that a number of unsuccessful attempts have been made to contact inventor Douglas to obtain signatures on Inventorship Declaration and Assignment forms.

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4. I also refer to the previously filed Witness Statement of Ian Frazer English dated February 6 2007 which also confirms a number of unsuccessful attempts to contact inventor Douglas to obtain execution of these documents.

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5. Subsequent to the Witness Statement of my former colleague William Orr dated February 7 2007, further attempts have been made to contact inventor Douglas to obtain signatures of the Inventorship Declaration. During the months of May and August 2007, correspondence was exchanged between the appointed Solicitors acting for Extec Screens & Crushers Limited, Addleshaw Goddard LLP and the Solicitors acting for inventor Douglas, Walker Morris. The result of this correspondence, in which repeated requests were made for inventor Douglas to sign the Inventorship Declaration and Assignment, is the non-cooperation by inventor Douglas as these documents have not been completed and returned.

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6. In addition to the previous attempts to contact inventor Douglas and obtain signatures of the required forms by my predecessor William Orr, Extec Screens & Crushers Limited and Addleshaw Goddard Solicitors, I wrote to inventor Douglas by letter dated 22 August 2007, send by recorded delivery. A copy of this letter is attached as enclosure A. Enclosed with this letter was a copy of published International Application WO 2004/082833 including claims, description and drawings; and an Inventorship

Declaration for the subject US Application. Proof of delivery of this letter to Paul Douglas is attached as enclosure B.


5 7. No response has been received from inventor Douglas or Walker Morris following receipt of this letter and its enclosures.

8. Inventor Douglas remains uncooperative in signing at least the Inventorship Declaration pursuant to the subject US application.

10 I believe that the facts stated in this Witness Statement are true.

15 I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such wilful false statements may jeopardise the validity of the application or any patent issued thereon.

20

25   
.....  
Martin Mark Neilson

dated..... *September 11, 2007* .....

# EXHIBIT B

22 August 2007  
BY RECORDED DELIVERY

Mr Paul Douglas  
17 Woodville Road  
Hartshorne  
Derbyshire  
DE11 7ET

Urquhart-Dykes & Lord LLP  
Tower North Central  
Merrion Way  
Leeds  
GB-LS2 8PA

T +44 (0)113 245 2388  
F +44 (0)113 243 0446  
E email@udl.co.uk  
W www.udl.co.uk

Your ref:  
Our ref: MMN/SL/P200424US

Dear Paul

**Re: US Application Serial No. 10/550,036  
based on International Patent Application No. PCT/GB2004/001185  
Jaw Crusher  
Inventors: Douglas, Paul**

As you are aware, we act for Extec Screens & Crushers Limited who have previously instructed us to prepare and file the above International application which has subsequently entered the US national phase under the above captioned US serial number.

Please find enclosed copies of the description, claims and drawings of the published International patent application (PCT/GB2004/001185 - Publication No. WO 2004/082833) corresponding to the text and drawings of the above captioned US patent application for identification purposes. We also enclose an Inventorship Declaration.

By virtue of your contract of employment/service agreement, and the nature of your employment, by Extec, and under UK employment law, all inventions made by you during the course of your employment are the property of your employer, namely Extec Screens & Crushers Limited.

Furthermore, as part of your termination agreement when you left employment of Extec, you undertook to cooperate in signing all documents required to transfer all rights to your employer and to ensure your employer's rights are maintained.

We have written to you previously on a significant number of occasions requesting that you sign and date the enclosed inventorship declaration which is a requirement of US patent law in order to progress the above US patent application and preserve the rights of Extec. You have not responded to any of our previous attempts to contact you and have not returned the inventorship declaration as requested.



As the latest date for filing the enclosed inventorship declaration with the US Patent and Trademark Office is 19 September 2007 we ask one final time for your cooperation in signing and returning to us the enclosed inventorship declaration. Please ensure the completed declaration is returned to us by no later than **5 September 2007**. If we have not received the completed declaration by this date we will assume you are unwilling to cooperate in this matter.

If your intention is not to cooperate we would appreciate receiving confirmation of this by signing this letter and returning to us by the above date.

Please review this letter and the enclosures carefully and if you have any queries as to the nature of our request please contact us immediate via the contact details given above.

Yours sincerely

Martin Neilson  
for Urquhart-Dykes & Lord LLP

I, Paul Douglas confirm having received this letter and enclosures, and that I am not willing to sign the inventorship declaration naming me as inventor on the above captioned US application.

.....  
Paul Douglas

.....  
Date

Encs: Publication No. WO 2004/082833 (Full Specification including claims, description and Figures)  
Declaration and Power of Attorney for Utility patent application No. 10/550,036

c.c. Lynsey Smith  
Walker Morris  
Kings Court, 12 King Street  
Leeds. LS1 2HL (By Recorded Delivery - letter with enclosures)

# EXHIBIT C



with us it's personal®

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UK 160  
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Comp. level £ CL/SG

9.00am ☐ CL level

Next Day ☒ 1.000 2.500 SG ☐

Airsure ☐ ISF Additional Compensation ☐

9.00am ☐ CL level

Next Day ☐ 1.000 2.500 SG ☐

Airsure ☐ ISF Additional Compensation ☐

9.00am ☐ CL level

Next Day ☐ 1.000 2.500 SG ☐

Airsure ☐ ISF Additional Compensation ☐

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Airsure ☐ ISF Additional Compensation ☐

Number of iter

Signature

14C

Accepting officer signature

Badge number

12122

525

# EXHIBIT D



<b>DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION</b>  <input type="checkbox"/> Declaration Submitted With Initial Filing <b>OR</b> <input checked="" type="checkbox"/> Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)	Attorney Docket Number	7881.18
	First Named Inventor	Paul Douglas
	<b>COMPLETE IF KNOWN</b>	
	Application Number	10/550,036
	Filing Date	September 21, 2005
	Group Art Unit	
	Examiner Name	

**I hereby declare that:**

Each inventor's residence, mailing address, and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

JAW CRUSHER

*(Title of the Invention)*

the specification of which

☐ is attached hereto

**OR**

☒ was filed on (MM/DD/YYYY) March 18, 2004 as United States Application Number or PCT International Application Number PCT/GB2004/001185 and was amended on (MM/DD/YYYY)  (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Country	Priority Not Claimed	Certified Copy Attached?	
					YES	NO
GB0306491.2	Great Britain	21 March 2003		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

## DECLARATION — Utility or Design Patent Application

I hereby appoint:

☒ Practitioners associated with the Customer Number:

21999

OR

☐ Practitioner(s) named below:

Name	Registration Number
Evan R. Witt	32,512

as my attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the Patent and Trademark Office connected therewith.

Direct all correspondence to:

☒ The address  
associated with  
Customer Number

21999

OR

☐ Correspondence address below

Name

Address

City

State

ZIP

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle [if any]) Paul

Family Name or Surname

Douglas

Inventor's  
Signature

*E. R. Witt*  
Extec Screens & Crushers Limited  
on behalf of and as agent for Paul Douglas  
by Evan R. Witt, attorney

Date

*Sept. 18, 2007*

Residence: City  
Derbyshire

State

Country  
United  
Kingdom

Citizenship  
United Kingdom

Mailing Address  
Hearthcote Lane, Swadlincote

City

Derbyshire

State

Zip  
DE11 9DU

Country  
United Kingdom

NAME OF SECOND INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle [if any])

Family Name or Surname

Inventor's  
Signature

Date

Residence: City

State

Country

Citizenship

Mailing Address

City

State

Zip

Country

☐ Additional inventors or a legal representative are being named on the \_\_\_ supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.

# EXHIBIT E



**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

21999

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

21999

OR

<input type="checkbox"/> Firm or Individual Name	KIRTON & McCONKIE		
Address	1800 EAGLE GATE TOWER, 60 EAST SOUTH TEMPLE		
City	SALT LAKE CITY	State	UTAH
		Zip	84111-1032
Country	UNITED STATES OF AMERICA		
Telephone	(801) 328-3600	Email	


Assignee Name and Address:

Extec Screens and Crushers Limited  
Hearthcote Road, Swadlincote  
DE11 9DU Derbyshire, Great Britain

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**SIGNATURE of Assignee of Record**

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	31/01/2007
Name	IAN FRAZER ENGLISH	Telephone	+441283212121
Title	DIRECTOR		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

# EXHIBIT F

IN THE MATTER OF US PATENT  
APPLICATIONS BASED ON  
INTERNATIONAL PATENT  
APPLICATIONS NAMING EXTEC  
SCREENS & CRUSHERS LIMITED  
AS APPLICANT AND PAUL  
DOUGLAS AS INVENTOR OR  
CO-INVENTOR

WITNESS STATEMENT

I, Ian Frazer English, Solicitor, Chief Legal Counsel and Company Secretary to Extec Screens & Crushers Limited, do hereby declare as follows:

1. This declaration is made in connection with three US patent applications which have been filed, based on International Patent Applications made in the name of Extec Screens & Crushers Limited, and naming Paul Douglas as inventor or co-inventor. The details of the three US patent applications are as follows:

(i) US Application Serial no. 10/550,036 based on International Patent Application No. PCT/GB2004/001185;

(ii) US Application Serial no. 10/550,035 based on International Patent Application No. PCT/GB2004/01183;

(iii) US Application Serial no. 11/568,305 based on International Patent Application No. PCT/GB2005/001411.

2. I have been employed by Extec Screens & Crushers Limited since its formation in March 2003, and prior to that was an employee of its predecessor company, Extec Industries PLC, since April 2002. Such companies and other legal entities within the Extec group of companies referred to below will be referred to hereinafter as Extec.

3. I have prime responsibility for managing the IP matters of Extec, and for providing instructions to the external firm of UK patent attorneys, Urquhart-Dykes & Lord LLP, via European and Chartered Patent Attorney William M Orr, who has represented Extec for in excess of fifteen years and more recently Chartered Patent Attorney Martin M Neilson, who is now representing Extec following the recent retirement of William M Orr.

4. The three US patent applications referred to in paragraph 1 name Paul Douglas as inventor or co-inventor, and have been derived from International patent applications made in the name of Extec Screens & Crushers Limited as applicant, also naming Paul Douglas as inventor or co-inventor.

5. At the respective priority dates and corresponding filing dates of the International patent applications, inventor Paul Douglas was employed in the Research and Development Department of Extec, and as such has been named as inventor and co-

inventor in many patent applications filed in the name of Extec Screens & Crushers Limited.

5 6. Enclosure A is a Service Agreement dated 11 December 2002 between INHOCO 2723 Ltd and Paul Douglas. Reference is made to paragraph 14.2 which establishes that any invention created by Paul Douglas in the course of his employment shall belong to INHOCO 2723 Ltd.

10 7. Enclosure B is an extract of the official Register of Companies House with which all limited companies in the UK are registered according to the Companies Act 1989. The extract confirms that INHOCO 2723 Ltd changed its name to Extec Holdings Limited on 18 February 2003.

15 8. Enclosure C is an Assignment Agreement of all intellectual property rights from Paul Douglas to Extec Holdings Limited.

20 9. The transfer in title of all intellectual property generated by Paul Douglas to Extec Screens & Crushers Limited during his employment by Extec is completed as Extec Screens & Crushers Limited is the 100% subsidiary of Extec Holdings Limited. I confirm that Extec Holdings Limited comprises a 100% shareholding of Extec Screens & Crushers Limited.

25 10. Inventor Douglas is no longer employed by Extec Screens & Crushers Limited, and no longer has any financial interest in the company. Although inventor Douglas would be obliged under UK patent law to cooperate with Extec, subsequent to leaving the company, in connection with providing signatures to assignment and other forms, there is additionally an undertaking in writing given by him dated August 2005, as part of a Termination Agreement, which also gives a clear undertaking by him personally to complete any necessary patent forms after leaving the company.

30 11. Despite repeated requests over the past year or so in writing to inventor Douglas, to his personal address at 17 Woodville Road, Hartshorne, Derbyshire, DE11 7ET, United Kingdom, and to his appointed Solicitors and legal advisors Walker Morris, inventor Douglas is being totally non-cooperative, and refusing to sign any forms. Such forms have  
35 been sent to inventor Douglas for signature, both while he was still employed by Extec, and subsequent to his leaving the company.

40 12. Our previous Attorney, William Orr, has also corresponded with inventor Douglas, asking him to sign the inventor forms as confirmed by a separate Witness Statement. Subsequently, our Attorney Martin Neilson has also corresponded with inventor Douglas in an attempt to obtain completion of the inventor forms as confirmed by a separate Witness Statement.

45 13. I confirm that inventor Douglas is unwilling to sign the necessary inventor forms. I also confirm that Extec Screens & Crushers Limited have a genuine proprietary interest in the subject US applications according to the information presented in this Witness Statement and as detailed with reference to enclosures A, B and C.

I believe that the facts stated in this Witness Statement are true.

I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such wilful false statements may jeopardise the validity of the application or any patent issued thereon.

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Ian Frazer English

dated.....5<sup>th</sup> September 2007

# EXHIBIT G



## Service Agreement

Inhoco 2723 Limited and Paul Douglas

## **Contents**

<b>Clause</b>	<b>Clause heading</b>	<b>Page number</b>
1	Definitions and interpretation	1
2	Appointment	2
3	Duration of the Employment	2
4	Scope of the Employment	3
5	Place of work	3
6	Remuneration	4
7	Car	4
8	Expenses	4
9	Holidays	5
10	Sickness benefits	5
11	Pension, Death Benefit and Medical Insurance	6
12	Restrictions during the Employment	6
13	Confidential information and company documents	7
14	Inventions and other intellectual property	7
15	Termination	8
16	Restrictive Covenants	10
17	Disciplinary and grievance procedures	12
18	Notices	12
19	Former contracts of employment	12
20	Choice of law and submission to jurisdiction	12
21	General	13

<b>Schedule</b>	<b>Schedule heading</b>	<b>Page number</b>
1	Summary of terms	14



**Date:** 11 December 2002

**Parties:**

- (1) **INHOCO 2723 Limited** (4545695) whose registered office is at 100 Barbirolli Square, Manchester M2 3AB (the '**Company**');
- (2) Paul Douglas of 17 Woodville, Hertshorne, Derbyshire DE11 7ET (the '**Executive**').

**The parties agree as follows:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, each of the following expressions, unless the context otherwise requires, have the meaning set opposite them:

<b>Board</b>	the board of directors for the time being of the Company or any committee of directors for the time being
<b>Completion</b>	as defined in the Investment Agreement
<b>Confidential Information</b>	information relating to the business, products, affairs and finances of the Company or of any Group Company for the time being confidential to it or to them or treated by it or them as such and trade secrets (including, without limitation, technical data and know-how) relating to the business of the Company or of any Group Company or of any of its or their suppliers, clients or customers
<b>Employment</b>	the Executive's employment with the Company
<b>ERA</b>	the Employment Rights Act 1996 as amended
<b>Group</b>	the Company and the Group Companies
<b>Group Company</b>	any company which is for the time being a subsidiary or holding company of the Company and any subsidiary of any such holding company and for the purposes of this Agreement the terms ' <b>subsidiary</b> ' and ' <b>holding company</b> ' shall have the meanings ascribed to them by sections 736 and 736A Companies Act 1985
<b>Investment Agreement</b>	the investment agreement of today's date between the Company, 3i Group plc and others, the Managers (as defined in that agreement) and 3i Investments plc
<b>Remuneration Committee</b>	the remuneration committee of the Company as appointed from time to time

**Salary**

the salary referred to in clause 6.1

- 1.2 References to clauses and schedules are unless otherwise stated to clauses of and schedules to this Agreement.
- 1.3 The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

**2. APPOINTMENT**

With effect from Completion the Company appoints the Executive and the Executive agrees to act in the capacity set out in Schedule 1 or in such other capacity as the Company from time to time reasonably directs on the terms of this Agreement.

**3. DURATION OF THE EMPLOYMENT**

- 3.1 The Employment under this Agreement shall commence on the date of this Agreement and, subject to the provisions of this Agreement, shall continue unless and until terminated by either party giving to the other not less than the period of notice set out in Schedule 1 in writing.
- 3.2 Notwithstanding clause 3.1, the Employment shall terminate automatically without the need for notice when the Executive reaches 65 years of age.
- 3.3 The Company reserves the right to terminate the Employment without any notice or on notice less than that required by clause 3.1 provided that if it does so it will pay to the Executive a sum equal to, but no more than, the Salary in respect of that part of the period of notice in clause 3.1 which the Company has not given to the Executive together with a payment representing compensation for the loss of contractual benefits during that part of notice not given less any appropriate tax and other statutory deductions. Failure by the Company to give notice shall not entitle the Executive to receive such a payment and nor shall this clause release the Executive from any duty to mitigate any loss arising from the termination of his Employment. The Executive agrees that on receipt of payment under this clause he shall have no claim under the articles of association of the Company and agrees to waive any right he may have to bring such a claim.
- 3.4 At any time during any period of notice (whether given by the Company or the Executive), the Company shall be under no obligation to assign any duties to the Executive and shall be entitled to exclude him from its premises and/or the Company may require the Executive to carry out specified projects, provided that this shall not affect the Executive's entitlement to receive the Salary and other contractual benefits.
- 3.5 For the purposes of the ERA the Executive's period of continuous employment with the Company began on 1 October 1987. The Executive's employment with the Company is not continuous with any previous employment with any previous employer.
- 3.6 The Executive represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties under it.

#### **4. SCOPE OF THE EMPLOYMENT**

##### **4.1 During the Employment the Executive shall:**

- (a) devote the whole of his time, attention and skill to the business and affairs of the Company both during normal business hours (as set out in Schedule 1) and during such additional hours as are necessary for the proper performance of his duties or as the Board may reasonably require from time to time;
- (b) faithfully and diligently perform such duties and exercise such powers consistent with his position as may from time to time be assigned to or vested in him by the Board and/or the Chairman;
- (c) obey the reasonable and lawful directions of the Board;
- (d) comply with all the Company's rules, regulations, policies and procedures from time to time in force; and
- (e) keep the Board at all times promptly and fully informed (in writing if so requested) of his conduct of the business of the Company and any Group Company and provide such explanations in connection with it as the Board may require.

**4.2** The Executive agrees, for the purposes of Regulation 5 of The Working Time Regulations 1998 (the '**Regulations**'), that Regulation 4 of the Regulations does not apply to him. The Company and the Executive agree that the Executive's consent, for the purpose of this clause 4.2, shall continue indefinitely provided that the Executive may withdraw such consent at any time by giving the Company three months' notice of his wish to do so.

**4.3** The Executive acknowledges the obligations on the Company to maintain up to date records as set out in Regulation 5 (4) and accordingly undertakes to provide the Company with such records as are necessary to enable the Company to comply with the Regulations.

**4.4** The Executive shall if and so long as the Company requires and without any further remuneration carry out his duties on behalf of any Group Company and act as a director or officer of any Group Company.

**4.5** The Company may at its sole discretion transfer this Agreement to any Group Company at any time.

#### **5. PLACE OF WORK**

The Executive's place of work will initially be the Company's offices at Swadlincote, Derbyshire but the Company may require the Executive to work at any place (whether inside or outside the United Kingdom) for such periods as the Company may from time to time require but not outside the United Kingdom for periods exceeding 1 month in any 12 months. For the avoidance of doubt, the Executive shall not be required to use air travel in pursuit of his duties.

## **6. REMUNERATION**

- 6.1 The Company shall pay to the Executive a salary at the rate set out in Schedule 1, on the last day of each calendar month by credit transfer to his bank account payable by equal monthly instalments in arrears (or such other sum as may from time to time be agreed). The rate of salary will be reviewed annually in January the first such review to take place in January 2004.
- 6.2 The Salary shall be inclusive of any fees to which the Executive may be entitled as a director of the Company or any Group Company.
- 6.3 Payment of the Salary to the Executive shall be made either by the Company or by a Group Company and, if by more than one company, in such proportions as the Board may from time to time think fit.
- 6.4 For the purposes of the Employment Rights Act 1996 and otherwise the Executive consents to the deduction of any sums owing by him to the Company at any time from his salary or any other payment due from the Company to him. The Executive also agrees to make any payment to the Company of any sums owed by him to the Company upon demand by the Company at any time.

## **7. CAR**

- 7.1 Subject to his remaining legally qualified and fit to drive, the Company shall provide the Executive with a car of a type and value deemed appropriate by the Remuneration Committee for the proper performance of his duties.
- 7.2 The Company shall tax and comprehensively insure the car and pay or reimburse, as appropriate, against receipts or other appropriate evidence as the Company may require the costs of running, servicing and repairing the car. The Executive will be permitted to use the car for reasonable private use. The car will at all times remain the property of the Company.
- 7.3 If the Executive shall be convicted of any offence under the Road Traffic Acts or become involved in any accident involving the car, he shall immediately notify the Board and supply such information in connection with such conviction or accident as the Board may request.
- 7.4 The Executive shall use the car only in accordance with the Company rules from time to time relating to such use and shall not do anything which would or might void or prejudice any policy of insurance taken out by the Company in respect of the car.
- 7.5 The Executive shall ensure that at all times when the car is driven on the road it is in the state and condition required by law and that if so required a current test certificate is in force relating to it.

## **8. EXPENSES**

- 8.1 The Company shall reimburse the Executive in respect of all expenses reasonably incurred by him in the proper performance of his duties, subject to his providing such receipts or other appropriate evidence as the Company may require.

8.2 The Executive will be issued with a company credit card on condition that he:

- (a) takes good care of such card and immediately reports any loss of it to the Company,
- (b) uses the card only for the purposes of the Company's business in accordance with any applicable Company policy thereto; and
- (c) returns the card immediately to the Company on request.

## **9. HOLIDAYS**

9.1 The Executive shall be entitled, in addition to all Bank and Public holidays normally observed in England, to the number of working days paid holiday as set out in Schedule 1 in each holiday year (being the period from 1 January to 31 December). The Executive may take his holiday only at such times as are agreed with the Board.

9.2 In the respective holiday years in which the Employment commences or terminates, the Executive's entitlement to holiday shall accrue on a pro rata basis for each completed calendar month of service during the relevant year.

9.3 If, on the termination of the Employment, the Executive has exceeded his accrued holiday entitlement, the value of such excess, calculated by reference to clause 9.2 and the Salary, may be deducted from any sums due to him and if there are no such sums due, the Executive shall repay such excess to the Company on such termination. If the Executive has any unused holiday entitlement, the Company may either require the Executive to take such unused holiday during any notice period or make a payment to him in lieu of it, calculated as above.

9.4 Holiday entitlement for one holiday year cannot be taken in subsequent holiday years unless otherwise agreed by the Board. Failure to take holiday entitlement in the appropriate holiday year will lead to forfeiture of any accrued holiday not taken without any right to payment in lieu of it.

## **10. SICKNESS BENEFITS**

10.1 Subject to clause 15 the Company shall continue to pay the Executive's salary for up to a maximum of the number of working days' absence as set out in Schedule 1 on medical grounds in any period of 12 calendar months provided that the Executive shall from time to time if required:

- (a) supply the Company with medical certificates covering any period of sickness or incapacity exceeding seven days (including weekends); and
- (b) undergo at the Company's expense, by a doctor appointed by the Company, any medical examination.

10.2 Payment in respect of any other or further period of absence shall be at the Company's absolute discretion.



- 10.3 Any payment to the Executive pursuant to clause 10.1 shall be subject to set off by the Company in respect of any Statutory Sick Pay and any Social Security Sickness Benefit or other benefits to which the Executive may be entitled.
- 10.4 If the Executive's absence shall be occasioned by the actionable negligence of a third party in respect of which damages are recoverable, then the Executive shall:
- (a) notify the Company immediately of all the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded in connection with it;
  - (b) give to the Company such information concerning the above matters as the Company may reasonably require; and
  - (c) if the Company so requires, refund to the Company any amount received by him from any such third party provided that the refund shall be no more than the amount which he has recovered in respect of remuneration.

## **11. PENSION, DEATH BENEFIT AND MEDICAL INSURANCE**

- 11.1 The Company does not operate an occupational pension scheme. There is therefore no contracting-out certificate in force under the Pension Schemes Act 1993 in respect of the Employment.
- 11.2 The Company shall in each complete year of the Employment pay to an Inland Revenue Approved Pension Scheme (the '**Scheme**') nominated by the Company, an amount equal to such percentage of the Salary in that year as set out in Schedule 1 or the then permitted maximum limit on pensionable earnings imposed under Section 590C of the Income and Corporation Taxes Act 1988 ('**ICTA**') for that year, whichever is the lesser, such amount to be in addition to the Executive's salary, provided that contributions by the Company shall not extend beyond the maximum contributions that can be made in any particular year of assessment to income tax without prejudicing the approval of the Scheme under Chapter IV.
- 11.3 During the Employment the Company shall pay all premiums due under a private health insurance scheme arranged by the Company for the benefit of the Executive his spouse and his children under 18 and provide the Executive with permanent health insurance cover, subject in each case, to the insurer accepting the Executive for cover under the relevant policy and at normal rates and subject to the rules of such scheme or policy from time to time in force.

## **12. RESTRICTIONS DURING THE EMPLOYMENT**

- 12.1 During the Employment the Executive shall not directly or indirectly:
- (a) be employed, engaged, concerned or interested in any other business or undertaking; or
  - (b) engage in any activity which the Board reasonably considers may be, or become, harmful to the interests of the Company or of any Group Company or which might reasonably be considered to interfere with the performance of the Executive's duties under this Agreement.

12.2 Clause 12.1 shall not apply to the Executive holding (directly or through nominees) investments listed on the London Stock Exchange or in respect of which dealing takes place on any recognised stock exchange as long as he does not hold more than 1 per cent of the issued shares or other securities of any class of any one company.

12.3 The Executive shall comply with every rule of law and every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any Group Company.

### **13. CONFIDENTIAL INFORMATION AND COMPANY DOCUMENTS**

13.1 The Executive shall neither during the Employment (except in the proper performance of his duties) nor at any time (without limit) after the termination of the Employment except in compliance with an order of a competent court:

- (a) divulge or communicate to any person, company, business entity or other organisation any Confidential Information;
- (b) use any Confidential Information for his own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of any Confidential Information.

These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any breach by the Executive of the provisions of this Agreement or other default of the Executive.

13.2 The Executive acknowledges that all books, notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Executive or otherwise) relating to the business of the Company or any Group Company (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant Group Company; and
- (b) shall be handed over by the Executive to the Company or to the relevant Group Company on demand and in any event on the termination of the Employment and the Executive shall certify that all such property has been handed over on request by the Board and agrees that he will take all reasonable steps to prevent the disclosure of the same.

### **14. INVENTIONS AND OTHER INTELLECTUAL PROPERTY**

14.1 The parties foresee that the Executive may make inventions or create other intellectual property in the course of his duties and agree that in this respect the Executive has a special responsibility to further the interests of the Company and the Group Companies.

14.2 Any invention, improvement, design, process, information, copyright work, trade mark or trade name or get-up made, created or discovered by the Executive in the course of the

Employment (whether capable of being patented or registered or not and whether or not made or discovered in the course of the Employment) in conjunction with or in any way affecting or relating to the business of the Company or of any Group Company or capable of being used or adapted for use in or in connection with such business (**'Intellectual Property Rights'**) shall be disclosed immediately to the Company and shall (subject to Sections 39 to 43 Patents Act 1977) belong to and be the absolute property of the Company or such Group Company as the Company may direct.

14.3 If and whenever required so to do by the Company the Executive shall at the expense of the Company or such Group Company as the Company may direct:

- (a) apply or join with the Company or such Group Company in applying for letters patent or other protection or registration for any other Intellectual Property Rights in the United Kingdom and in any other part of the world; and
- (b) execute all instruments and do all things necessary for vesting all such right, title and interest in such letters patent or other Intellectual Property Rights in the Company or such Group Company or such other person as the Company may specify absolutely as sole beneficial owner.

14.4 The Executive irrevocably and unconditionally waives all rights under Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 in connection with his authorship of any existing or future copyright work in the course of the Employment, in whatever part of the world such rights may be enforceable including, without limitation:

- (a) the right conferred by section 77 of that Act to be identified as the author of any such work; and
- (b) the right conferred by section 80 of that Act not to have any such work subjected to derogatory treatment.

14.5 The Executive irrevocably appoints the Company to be his Attorney in his name and on his behalf to execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company the full benefits of this clause 14. A certificate in writing in favour of any third party signed by any director or by the Secretary of the Company that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case.

14.6 Nothing in this clause 14 shall be construed as restricting the rights of the Executive or the Company under sections 39 to 43 Patents Act 1977.

## **15. TERMINATION**

15.1 Notwithstanding any other provisions of this Agreement, in any of the following circumstances the Company may terminate the Employment immediately by serving written notice on the Executive to that effect. In such event the Executive shall not be entitled to any further payment from the Company except such sums as shall have accrued due at that time. The circumstances are if the Executive:

- (a) is guilty of any gross misconduct or any wilful neglect in the discharge of his duties;



- (b) repeats or continues (after written warning) any material breach of this Agreement;
- (c) is guilty of any fraud, dishonesty or any conduct tending to bring himself, the Company, or any Group Company into disrepute;
- (d) is convicted of any criminal offence (other than minor offences under the Road Traffic Acts or the Road Safety Acts for which a fine or non-custodial penalty is imposed) which might reasonably be thought to affect adversely the performance of his duties; or
- (e) is disqualified from holding office in the Company or in any other company by reason of any order made under the Company Directors Disqualification Act 1986 or any other enactment;

Any delay by the Company in exercising such right of termination shall not constitute a waiver of it.

- 15.2 Notwithstanding the existence of the permanent health insurance cover provided for the Executive under clause 11.3, if at any time the Executive is unable to perform his duties properly because of ill health, accident or otherwise for a period or periods totalling at least 130 working days in any period of 12 calendar months, or becomes incapable by reason of mental disorder of managing and administering his property and affairs, then the Company may terminate the Employment by giving him not less than 3 months' written notice to that effect provided that if at any time during the currency of such a notice the Executive shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated, the Company shall withdraw the notice unless, by that date, a replacement for the Executive has been appointed.
- 15.3 If the Company believes that it may be entitled to terminate the Employment pursuant to clause 15.1 it shall be entitled (but without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend the Executive on full pay and other benefits for so long as it may think fit.
- 15.4 On the termination of the Employment or upon either the Company or the Executive having served notice of such termination, the Executive shall:
- (a) at the request of the Company resign from office as a director of the Company and all offices held by him in any Group Company and shall transfer without payment to the Company or as the Company may direct any qualifying shares, held by him directly or as nominee, provided by it, provided however that such resignation shall be without prejudice to any claims which the Executive may have against the Company or any Group Company arising out of the termination of the Employment; and
  - (b) immediately deliver to the Company all materials within the scope of clause 13.1 and all keys, credit cards, motor-cars, and other property of or relating to the business of the Company or of any Group Company which may be in his possession or under his power or control;

and the Executive irrevocably authorises the Company to appoint any person in his name and on his behalf to sign any documents and do any things necessary or requisite to give effect to his obligations under this clause 15.4.

15.5 With a view to ensuring that his departure can be arranged with the minimum of inconvenience or disruption to the business of the Group and its relationship with third parties and its other employees, the Executive undertakes not, without the prior approval of the Board as to the timing and manner of any communication about his departure, to inform any of his colleagues about the proposed cessation of his employment hereunder.

15.6 The Executive acknowledges the right of the Company to monitor and control the performance of its employees and acknowledges the fiduciary obligations attaching to his position including obligations to inform the Board forthwith upon his becoming aware that any of his colleagues engaged in the business of any Group Company of which he is a director is intending or contemplating the termination of his contract of employment with the Company of any other company in the Group.

## **16. RESTRICTIVE COVENANTS**

16.1 The Executive will not for a period of 12 months (less any period during which the Executive has not been provided with work pursuant to clause 3.4) after the termination of the Employment whether as principal or agent, and whether alone or jointly with, or as a director, manager, partner, shareholder, employee or consultant of any other person, directly or indirectly:

- (a) carry on, or be engaged, concerned or interested in any business which is similar to or competes with any business being carried on by the Company or by any Group Company at the termination of the Employment and with which the Executive was involved to a material extent at any time during the last year of the Employment provided that nothing in this clause 16.1(a) shall restrain the Executive from engaging or being interested in any such business insofar as his duties or work relate principally to services or goods of a kind with which the Executive may not have been involved during the period of the last year of his Employment
- (b) interfere with, tender for, canvass, solicit or endeavour to entice away from the Company or from any Group Company the business of any person who at the date of termination of the Employment or during the period of 1 year prior to that date (or if earlier, prior to the date on which the Executive last carried out duties assigned to him by the Company) was, to his knowledge, a customer, client or agent of or who had dealings with the Company or with any Group Company and with whom he had personal dealings in the normal course of his employment at that date or during that period. This restriction will be limited to activities by the Executive which will involve offering or providing services similar to those which he will have provided during the Employment;
- (c) interfere with or endeavour to interfere with the continuance of supplies to the Company or to any Group Company (or the terms relating to those supplies) by any person, firm or company who at the date of termination of the Employment or during the period of 1 year prior to that date was, to his knowledge, a supplier

of any goods or services to the Company or to any Group Company and with whom he had personal dealings in the normal course of his employment at that date or during that period;

- (d) supply any product, carry out or undertake or provide any service similar to those with which he was concerned to a material extent during the period of 1 year prior to the termination of the Employment to or for any person who, at the date of termination of the Employment or during the period of 1 year prior to that date was a customer, client or agent of or was in the habit of dealing with the Company or with any Group Company and with whom the Executive had personal dealings in the normal course of his employment during that period of 1 year;
  - (e) be employed by, or enter into partnership with, employ or attempt to employ or negotiate or arrange the employment or engagement by any other person, of any person who to his knowledge was, at the date of the termination of the Employment, or within 1 year prior to that date had been, an employee employed in a skilled or managerial capacity of the Company or any Group Company and with whom he had personal dealings during that period;
  - (f) solicit, interfere with, tender for or endeavour to entice away from the Company or from any Group Company any contract, project or business, or the renewal of any of them, carried on by the Company or by any Group Company which is currently in progress at the date of the termination of the Employment or which was in the process of negotiation at that date and in respect of which the Executive had contact with any customer, client or agent of or supplier to the Company or any Group Company at any time during the period of 1 year prior to the date of termination of the Employment.
- 16.2 None of the restrictions contained in clause 16.1 shall prohibit any activities by the Executive which are not in direct or indirect competition with any business being carried on by the Company or by any Group Company at the date of the termination of the Employment.
- 16.3 Nothing in clause 16.1 shall preclude the Executive from holding (directly or through nominees) investments listed on the London Stock Exchange as long as he does not hold more than 1 per cent of the issued shares or other securities of any class of one company.
- 16.4 At no time after the termination of the Employment shall the Executive directly or indirectly represent himself as being interested in or employed by or in any way connected with the Company or any Group Company, other than as a former employee of the Company.
- 16.5 The Executive agrees that, having regard to all the circumstances and having taken independent legal advice, the restrictions contained in this clause 16 are reasonable and necessary for the protection of the Company and the Group Companies and that they do not bear harshly upon him and the parties agree that:
- (a) each restriction shall be read and construed independently of the other restrictions so that if one or more are found to be void or unenforceable as an

unreasonable restraint of trade or for any other reason the remaining restrictions shall not be affected; and

- (b) if any restriction is found to be void but would be valid and enforceable if some part of it were deleted, that restriction shall apply with such deletion as may be necessary to make it valid and enforceable.

## **17. DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 17.1 If the Executive wishes to obtain redress of any grievance relating to the Employment or is dissatisfied with any reprimand, suspension or other disciplinary step taken by the Company, he shall apply in writing to the Chairman of the Board, setting out the nature and details of any such grievance or dissatisfaction. The decision of the Chairman of the Board shall be final.
- 17.2 The provisions of clause 17.1 shall not apply to any action taken by the Company under clause 15.
- 17.3 There are no special disciplinary rules which apply to the Executive and any disciplinary matters affecting him will be dealt with by the Board.

## **18. NOTICES**

A notice may be given by any party hereto to any other party hereto either personally or by sending it by prepaid first class post or airmail to his address stated in this Agreement or to any other address supplied by him to the other parties hereto for the giving of notice to him. A properly addressed and prepaid notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours after the notice is posted and to have been served at an address outside the United Kingdom at the expiry of 48 hours after the notice is posted and to have been served at an address outside the United Kingdom at the expiry of 72 hours after the notice is posted.

## **19. FORMER CONTRACTS OF EMPLOYMENT**

This Agreement shall be in substitution for any previous contracts, whether by way of letters of appointment, agreements or arrangements, whether written, oral or implied, relating to the employment of the Executive (including all bonus arrangements), which shall be deemed to have been terminated by mutual consent as from the date of this Agreement and the Executive acknowledges to the Company for itself and on behalf of each Group Company that he has no outstanding claims of any kind against the Company or any Group Company in respect of any such contract.

## **20. CHOICE OF LAW AND SUBMISSION TO JURISDICTION**

- 20.1 This Agreement shall be governed by and interpreted in accordance with English law.
- 20.2 The parties submit to the exclusive jurisdiction of the English courts but this Agreement may be enforced in any court of competent jurisdiction.

## **21. GENERAL**

- 21.1 The Executive acknowledges that the provisions of clauses 12, 13, 14 and 16 constitute separate undertakings given for the benefit of each Group Company and may be enforced by any of them.
- 21.2 The expiration or termination of this Agreement shall not prejudice any claim which either party may have against the other in respect of any pre-existing breach of or contravention of or non-compliance with any provision of this Agreement nor shall it prejudice the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to or has the effect of coming into or continuing in force on or after such expiration or termination.
- 21.3 This Agreement constitutes the written statement of the terms of employment of the Executive provided in compliance with Part I of the ERA.
- 21.4 Save as otherwise herein provided there are no terms or conditions of employment relating to hours of work or to normal working hours or to entitlement to holiday (including public holidays) or holiday pay or to incapacity for work due to sickness or injury or to pensions or pension schemes or to requirements to work abroad and no collective agreement has any effect upon the Executive's Employment under this Agreement.

## **SCHEDULE 1**

### **Summary of terms**

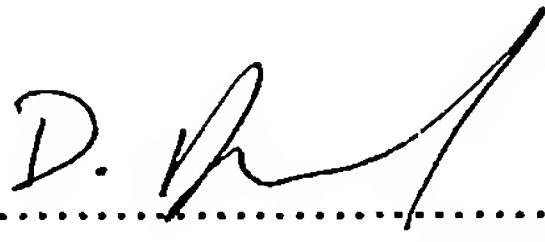
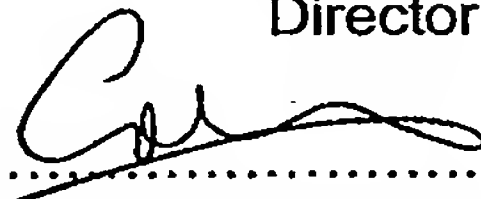
Job title	Managing Director (UK).
Notice period	6 months
Remuneration	£80,000
Holidays	25 days
Sickness benefit	6 months
Personal pension	The Company shall provide payments in respect of a personal pension scheme (to a maximum of 5% of Salary) subject to the rules of the Company's scheme in operation from time to time.
Hours of work	8.30am to 5.30pm, Monday to Friday inclusive



In witness of which this Agreement is executed as a deed by the parties and delivered on the date which is written at the start of this agreement:


**The Company**

Executed as a deed by **Inhoco** )  
**2723 Limited** acting by: )  
)  
)  
)

  
.....  
Director  
  
.....  
Director/Secretary

**The Executive**


Executed as a deed by **Paul** )  
**Douglas** in the presence of: )  
)

Witness: 

Full name Paul Douglas

Address Sovereign House  
Sovereign Street  
Leeds

Occupation Trainee Solicitor

  
.....

# EXHIBIT H



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### Company Details

The WebCheck service is available from Monday to Saturday 7.00am to 12 Midnight UK Time

[HELP](#)

Name & Registered Office:

**EXTEC HOLDINGS LIMITED**

THE GATEHOUSE

HEARTH COTE ROAD

SWADLINCOTE

DERBYSHIRE DE11 9DU

Company No. 04545695

**Status:** Active

**Date of Incorporation:** 26/09/2002

**Country of Origin:** United Kingdom

**Company Type:** Private Limited Company

**Nature of Business (SIC(03)):**

7415 - Holding companies including head offices

**Accounting Reference Date:** 30/06

**Last Accounts Made Up To:** 30/06/2006 (FULL)

**Next Accounts Due:** 30/04/2008

**Last Return Made Up To:** 26/09/2006

**Next Return Due:** 24/10/2007

**Last Members List:** 26/09/2006

**Previous Names:**

**Date of change**

18/02/2003

**Previous Name**

INHOCO 2723 LIMITED

### Branch Details

There are no branches associated with this company.

### Overseas Company Info

There are no Overseas Details associated with this company.

### System Requirements

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# EXHIBIT I

Dated

31 August

2005

PAUL DOUGLAS  
EXTEC HOLDINGS LIMITED

---

ASSIGNMENT  
of intellectual property rights

---

ADDLESHAW GODDARD

Contents

	Clause	Page
1	Definitions.....	1
2	Assignment of Company IPR.....	1
3	Further Assurance.....	2
4	Warranty.....	2
5	General.....	2

**Between**

- (1) **Paul Douglas** of 17 Woodville Road, Hartshorne, Derbyshire (**PD**); and
- (2) **Extec Holdings Limited** (No. 4545695) whose registered office is at The Gatehouse, Hearthcote Road, Swadlincote, Derbyshire DE11 9DS (**Holdings**).

**Whereas:**

- (A) PD and Holdings amongst others have entered into an agreement of even date for the sale and purchase of PD's shareholding in Holdings (**Sale Agreement**).
- (B) PD wishes to assign all the Company IPR Rights to Holdings on the terms of this Agreement.

**It is agreed as follows**

**1 Definitions**

In this agreement the following expressions shall have the following meanings:

**Associate** means each of Colin Douglas and Dermot Douglas and a person who is associated with any of PD, Colin Douglas or Dermot Douglas within the meaning of section 435 of the Insolvency Act 1986

**Company IPR** means all Intellectual Property Rights owned by PD and used at any time by Holdings or any of its subsidiaries or relating to the business of Holdings or any of its subsidiaries prior to the date hereof

**Intellectual Property Rights** means patents, applications for patents, trade marks or trading names (in each case whether or not registered or registrable), rights in Know-how and confidential information, formulations, designs (registered or unregistered and including applications for registered designs), copyright (including rights in computer software), topography rights and other rights in semi-conductor chips, design rights, rights in inventions, the right to claim damages for past and future infringements of the same and all rights having equivalent or similar effect wherever situated

**Know-how** means all industrial and commercial information and techniques, instruction manuals, operating conditions and procedures, information as to suppliers and customers and all other accounts, records and information (wherever situated) relating to the activities of Holdings or any of its subsidiaries

a **subsidiary** means a subsidiary (as defined by sections 736 and 736A Companies Act 1985) or a subsidiary undertaking (as defined by section 258 Companies Act 1985)

**2 Assignment of Company IPR**

- 2.1 In consideration of £1 (receipt of which is hereby acknowledged) PD hereby assigns to Holdings with full title guarantee the Company IPR and all goodwill associated with such, together with all the rights, powers, privileges and immunities conferred on the proprietor including the right to sue for damages and/or other remedies in respect of any infringements which may already have occurred.

PD hereby waives as against Holdings or any licensee or assignee of Holdings any and all moral rights

- (a) to be identified as the author of; or
- (b) not to have subjected to derogatory treatment

any works forming part of the Company IPR, of which PD is the author and in which PD is the beneficial owner of copyright and which were created prior to the date of this Agreement.

### **3 Further Assurance**

PD hereby covenants with Holdings that he will, at the cost of Holdings, execute all documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made which may be requested by Holdings and which may be necessary for vesting absolutely in Holdings full title in the Company IPR and for conferring on Holdings all rights of action in respect of any claim for infringement or passing off of any kind by any third parties.

### **4 Warranty**

PD warrants and undertakes to Holdings that, save in respect of Colin Douglas and Dermot Douglas (who each are entering into agreements in substantially the same form as this agreement on the date hereof) he is not actually aware having made no enquiry of any of his Associates having any right or interest in any Intellectual Property owned or used by Holdings or any of its subsidiaries or relating to the business of Holdings of any of its subsidiaries.

### **5 General**

- 5.1 This agreement and the Sale Agreement contains all the terms agreed between the parties regarding its subject matter whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this agreement except as expressly stated in this agreement. No party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this agreement.
- 5.2 This agreement shall be governed by, and construed in accordance with, English law and the English courts shall have exclusive jurisdiction in respect of it.

Executed as a deed by the parties or their duly authorised representatives on the date of this Agreement.

Executed as a deed by  
**Paul Douglas**

in the presence of


John A Hamer

Signature of witness

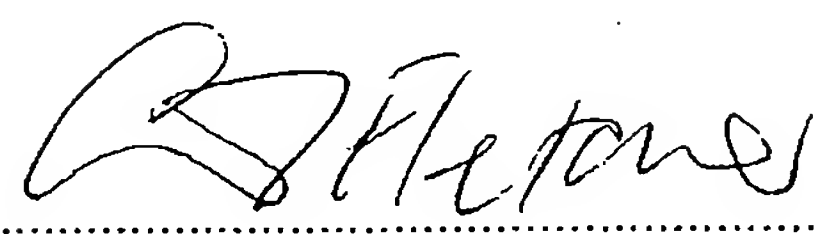
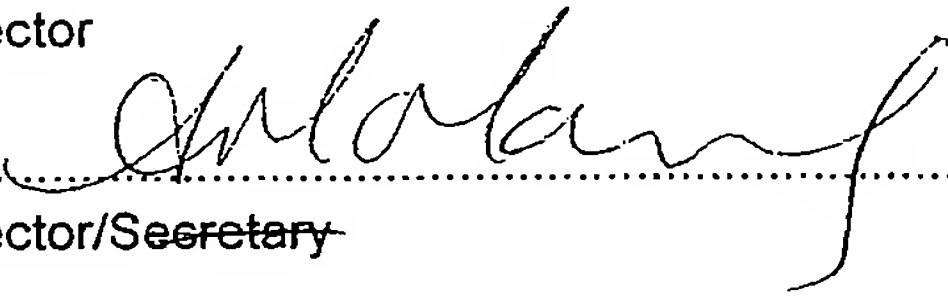
Name JOHN HAMER

Address KING'S COURT, LEEDS

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) 

Executed as a deed by  
**Extec Holdings Limited**  
acting by two directors or by a director and its  
secretary

)   
) Director  
)   
) Director/Secretary

# EXHIBIT J



THIS ASSIGNMENT is made the 17th day of September 2007  
Between EXTEC HOLDINGS LTD, (hereinafter the "Assignor") a company incorporated in the United Kingdom and having an address at The Gatehouse, Heathcote Road, Swadlincote, Derbyshire DE11 9DU UK, of the first part and EXTEC SCREENS AND CRUSHERS LTD, (hereinafter the "Assignee" which expression shall be deemed where appropriate to include its successors and assigns) a company incorporated in the United Kingdom having an address at Heathcote Road, Swadlincote, Derbyshire DE11 9DU UK, of the second part

WHEREAS

1. THE Assignor is the proprietor of the following United States patent applications:

(i) US Application Serial no. 10/550,036 (based on International Patent Application No. PCT/GB2004/001185 filed March 18, 2004) and entitled Jaw Crusher;

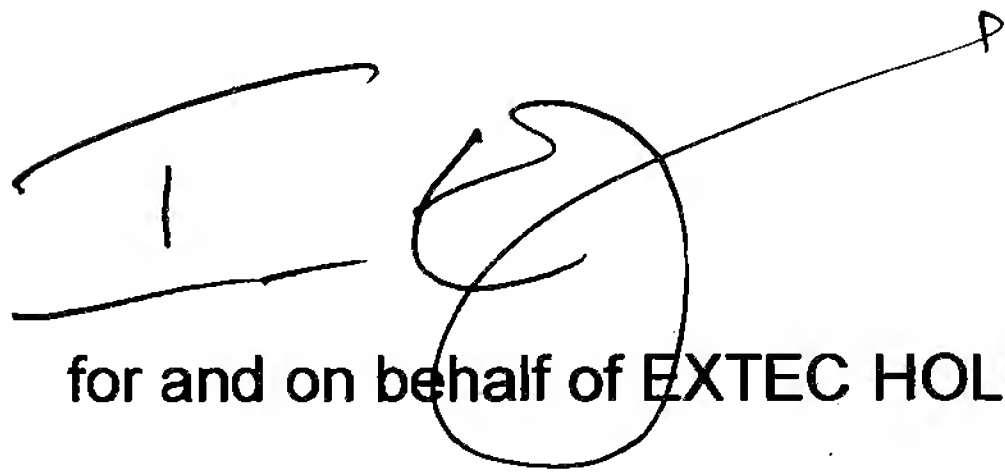
(ii) US Application Serial no. 10/550,035 (based on International Patent Application No. PCT/GB2004/001183 filed March 18, 2004) and entitled Jaw Crusher;

(iii) US Application Serial no. 11/568,305 (based on International Patent Application No. PCT/GB2005/001411 filed April 12, 2005) and entitled Crusher Apparatus.

2. THE Assignee and Assignor are desirous that the Assignor's entire rights title and interest in and to the said United States applications and to any Patents granted thereon be assigned to the Assignee

NOW THEREFORE THIS DEED WITNESSETH THAT for and in consideration of the sum of 1 US Dollar (\$1) the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor HEREBY assigns transfers and sells unto the Assignee all its right title and interest in and to the said applications TO HOLD unto the same absolutely

IN WITNESS WHEREOF the parties hereto have executed this assignment as of the day  
and year first above written



for and on behalf of EXTEC HOLDINGS LTD (Assignor)

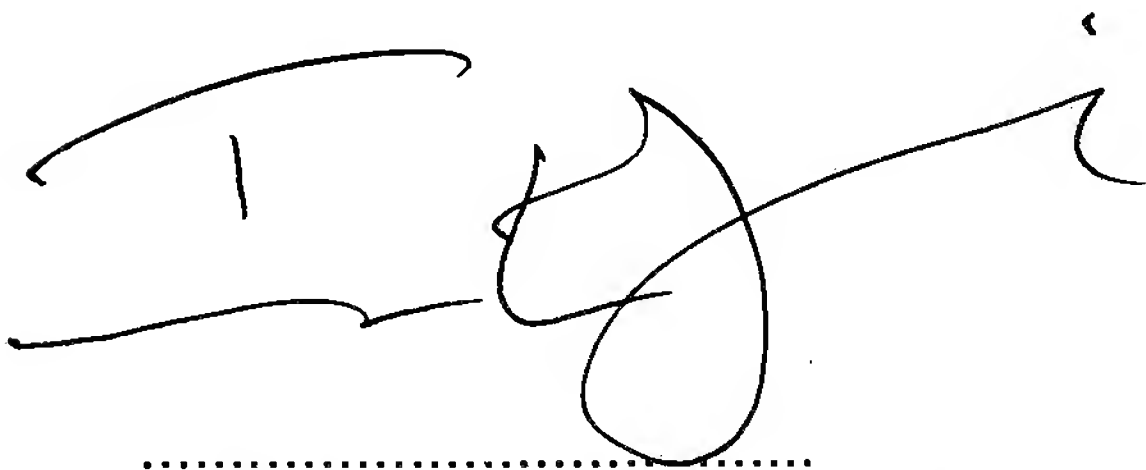
..... I F ENGLISH .....

SIGNATORY'S NAME:

SIGNATORY'S POSITION: DIRECTOR

DATE: 17.09.07

for and on behalf of EXTEC SCREENS AND CRUSHERS LTD (Assignee)



..... I F ENGLISH .....

SIGNATORY'S NAME: I F ENGLISH

SIGNATORY'S POSITION: DIRECTOR

DATE: 17.09.07